

United States Bankruptcy Court
Eastern District of Pennsylvania, Philadelphia Division

In re Jefferson, Nicola Tollett

Debtor(s)

Case No. 2:17-bk-13595

Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

☐ **FLAT FEE**

For legal services, I have agreed to accept _____ \$ _____

Prior to the filing of this statement I have received _____ \$ _____

Balance Due _____ \$ _____

☒ **RETAINER**

For legal services, I have agreed to accept and received a retainer of _____ \$ 3,000.00

The undersigned shall bill against the retainer at an hourly rate of _____ \$ 375.00

[Or attach firm hourly rate schedule.] Debtor(s) have agreed to pay all Court approved fees and expenses exceeding the amount of the retainer.

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- c. [Other provisions as needed]

There is a separate written fee agreement between Counsel and the debtor which may be summarized as follows. Compensation for my (our) attorney shall be limited to the following services: evaluate clients finances and budget, advice on debt matters, advice whether bankruptcy is a proper remedy, advice of rights under all suitable chapters, recommend appropriate chapter for debt relief, preparation of one set of voluntary petition, schedules, statements, matrix, income and expense statements, bankruptcy plan where appropriate, prepare client testimony and attend one creditor's meeting. The debtor agrees to an hourly rate for all work. The money paid in advance of filing is a deposit to be applied against the hourly charges. Client agrees that the deposit may not be deposited in the attorney's client escrow account, but may be deposited in the attorney's operating account, at the sole and unlimited discretion of the attorney.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

The separate written fee agreement between Counsel and the client does not include negotiations with creditors or the bankruptcy trustee, reducing negotiations to writing, reviewing settlements proposed by other parties, litigation, motions, or hearings of any type, whether as a plaintiff or defendant, in bankruptcy court or state court, nor does it include work required to amend any previously filed item, all of which are beyond the scope of the agreement and additional work. Any such work is additional and may require an additional agreement and payment/retainer. Attorney may do any extra work excluded by this paragraph in his sole and unlimited discretion, but by so doing does not create an agreement to do any other work excluded by this paragraph. The hourly rate for additional work is the rate charged by the attorney at the time the work is done.

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DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR
(Continuation Sheet)

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

January 10, 2018

Date

/s/ Alfred M Abel Esq.

Alfred M Abel Esq.

Signature of Attorney

Alfred Abel Law Offices

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Name of law firm